

Amendment # 1/Renewal # 2
EDS # ASA-10-014-11238

This is an Amendment to Quantity Purchase Agreement # 11242, for Tennis Shoes entered into by and between IDOA on behalf of All State Agencies (hereinafter referred to as "State") and The Kar Wing Trading Company Incorporated (hereinafter referred to as "Contractor") dated 10/27/2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

The parties by mutual agreement choose to make the following changes regarding prices, the contract term, and add the Employment Eligibility Verification clause. All price changes will take effect October 27, 2011.

QPA Line Item Number	QPA Item File Number	Material Description	Old Unit Price	New Unit Price
1	100000396	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 6-1/2	\$7.99	\$8.38
2	100000414	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 7	\$7.99	\$8.38
3	100000416	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 7-1/2	\$7.99	\$8.38
4	100000419	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 8	\$7.99	\$8.38
5	100000436	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 8-1/2	\$7.99	\$8.38
6	100000437	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 9	\$7.99	\$8.38
7	100000438	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 9-1/2	\$7.99	\$8.38
8	100000439	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 10	\$7.99	\$8.38
9	100000440	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 10-1/2	\$7.99	\$8.38
10	100000441	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 11	\$7.99	\$8.38
11	100000442	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 11-1/2	\$7.99	\$8.38
12	100000443	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 12	\$7.99	\$8.38
13	100000445	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 13	\$7.99	\$8.38
14	100000447	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 14	\$7.99	\$8.38
15	100000450	Shoe, Men's Nylon Jogger, Tie. Medium Width, Black, Size 15	\$7.99	\$8.38
16	100006441	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 6-1/2	\$7.99	\$8.38
17	100006442	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 7	\$7.99	\$8.38
18	100006443	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 7-1/2	\$7.99	\$8.38
19	100006444	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 8	\$7.99	\$8.38
20	100006445	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 8-1/2	\$7.99	\$8.38
21	100006446	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 9	\$7.99	\$8.38
22	100006447	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 9-1/2	\$7.99	\$8.38
23	100006448	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 10	\$7.99	\$8.38
24	100006449	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 10-1/2	\$7.99	\$8.38
25	100006450	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 11	\$7.99	\$8.38
26	100006451	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 11-1/2	\$7.99	\$8.38
27	100006452	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 12	\$7.99	\$8.38
28	100006453	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 14	\$7.99	\$8.38
29	100006454	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 14	\$7.99	\$8.38
30	100006455	Shoe, Men's Nylon Jogger, Tie. Medium Width, White, Size 15	\$7.99	\$8.38
31	100000494	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 5	\$7.77	\$8.15
32	100000495	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 5-1/2	\$7.77	\$8.15
33	100000496	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 6	\$7.77	\$8.15
34	100000497	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 6-1/2	\$7.77	\$8.15
35	100000498	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 7	\$7.77	\$8.15
36	100000499	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 7-1/2	\$7.77	\$8.15
37	100000529	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 8	\$7.77	\$8.15

QPA Line Item Number	QPA Item File Number	Material Description	Old Unit Price	New Unit Price
38	100000530	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 8-1/2	\$7.77	\$8.15
39	100000531	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 9	\$7.77	\$8.15
40	100000532	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 9-1/2	\$7.77	\$8.15
41	100000533	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 10	\$7.77	\$8.15
42	100000535	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 11	\$7.77	\$8.15
43	100000537	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 12	\$7.77	\$8.15
44	100000539	Shoe, Women's Nylon, Jogger, Lace-up. White, Size 13	\$7.77	\$8.15
45	100096944	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 5	\$7.77	\$8.15
46	100096945	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 5-1/2	\$7.77	\$8.15
47	100096946	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 6	\$7.77	\$8.15
48	100096947	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 6-1/2	\$7.77	\$8.15
49	100096948	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 7	\$7.77	\$8.15
50	100096949	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 7-1/2	\$7.77	\$8.15
51	100096950	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 8	\$7.77	\$8.15
52	100096951	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 8-1/2	\$7.77	\$8.15
53	100096952	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 9	\$7.77	\$8.15
54	100096953	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 9-1/2	\$7.77	\$8.15
55	100096954	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 10	\$7.77	\$8.15
56	100096955	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 11	\$7.77	\$8.15
57	100096956	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 12	\$7.77	\$8.15
58	100096957	Shoe, Women's Nylon, Jogger, Lace-up. Black, Size 13	\$7.77	\$8.15

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Renewal Option

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated **October 27, 2009** to include the above named amendment. The contract renewal term shall commence on **October 27, 2011** and shall terminate on **October 26, 2012**.

Total amount of this action is estimated at \$40,000.00 Total remuneration of this contract is estimated not to exceed \$105,000.00.


All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

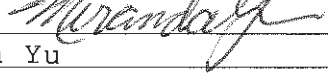
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.


In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: Kar Wing Trading Company, Inc. (Where Applicable)

Signature: 
Printed Name: Georgiana W. Lai
Title: President
Date: October 14, 2011

Attested By: 
Miranda Yu
Secretary
October 14, 2011


State of Indiana Agency:

Signature: 
Printed Name: Katherine L. Harrington, CPPB
Title: Vendor-Contract Manager
Date: 10-24-11

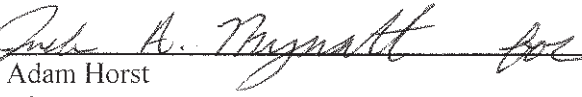
Indiana Office of Technology

Not Applicable
Brian Arrowood
Chief Information Officer
Date: _____

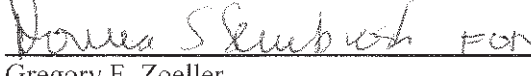
Department of Administration


Robert D. Wynkoop
Commissioner
Date: 10-24-11

State Budget Agency


Adam Horst
Director
Date: 11.2.11

Office of the Attorney General


Gregory F. Zoeller
Attorney General
Date: 11/7/11